

DEFENDANT FORD MOTOR COMPANY'S

EXHIBIT 1

AGREEMENTS

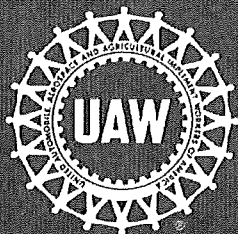
between

UAW®

and the

FORD MOTOR COMPANY

Volume I



Agreements Dated

November 5, 2015

(Effective November 23, 2015)

Section 15. Alternate Committeeperson

When a regular Committeeperson is absent from the plant on his/her own time during periods when he/she is entitled to act as such, the Company will recognize an alternate Committeeperson designated by the Chairperson of the Unit Committee.

ARTICLE VII**GRIEVANCE PROCEDURE****Section 1. Introduction**

When an employee, or the Union collectively, has a grievance against the Company, it shall be processed in accordance with the Grievance Procedure hereinafter provided.

The parties shall make a sincere and determined effort to settle meritorious grievances in the voluntary steps of the Grievance Procedure and to keep the procedure free of unmeritorious grievances.

Any grievance that either (a) is not processed or (b) is disposed of in accordance with this Grievance Procedure shall be considered settled, and such settlement shall be final and binding upon the Company, the employee or employees involved, the Union and its members.

Except with respect to the right to present an individual grievance as expressly set forth in Section 2 of this Article, the Union shall, in the redress of alleged violations by the Company of this Agreement or any local or other agreement supplementary hereto, be the exclusive representative of the interests of each employee or group of employees covered by this Agreement, and only the Union shall have the right to assert and press against the Company any claim, proceeding or action asserting a violation of this Agreement.

No employee or former employee shall have any right under this Agreement in any claim, proceeding, action or otherwise on the basis, or by reason, of any claim that the

Union or any Union officer or representative has acted or failed to act relative to presentation, prosecution or settlement of any grievance or other matter as to which the Union or any Union officer or representative has authority or discretion to act or not to act under the terms of this Agreement.

Section 2. First Stage Grievances

Recognizing the value and importance of full discussion in clearing up misunderstandings and preserving harmonious relations, every reasonable effort shall be made to settle problems promptly at this point through discussion.

(a) Initial Oral Discussion

An employee believing he/she has cause for grievance may, at his option, discuss the matter directly with his/her Supervisor or he may take it up with his District Committeeperson and Supervisor.

It shall be the obligation of the Supervisor and the District Committeeperson to make their best efforts to assure that timely and thoughtful consideration is given to every grievance that is discussed within the scope of their ability and authority.

Initial oral discussion with the Supervisor shall be required for further processing of a grievance and failure to honor a request for oral discussion shall be a proper basis for taking the grievance to a second oral discussion step.

In the event oral discussion with the employee's Supervisor does not satisfactorily resolve the grievance, the District Committeeperson shall complete a "Record of Oral Discussion" form which must include the time, date and nature of the complaint, and must be signed by the employee(s) having the complaint. The Supervisor will verify thereon that oral discussion has been held.

(b) Second Oral Discussion

In the event the grievance has not been satisfactorily resolved in the initial oral discussion and the District Committeeperson wishes to appeal the grievance further, the District Committeeperson shall meet with the

Superintendent and another representative designated by the local plant Management to discuss the grievance within two working days after the initial oral discussion. Such Company representative shall verify on the "Record of Oral Discussion" form that the second oral discussion has been held.

It is understood that if a Human Resources Representative is designated as the other Company representative and both Company representatives attend the meeting, then a Unit Committeeperson may also attend.

Local arrangements for weekly meetings in the second oral discussion step may be established where deemed desirable for improving the effectiveness of oral discussion of grievances.

(c) Disposition of Grievances

A settlement in either of the oral discussion steps shall be informal and limited to the particular grievance adjusted. Written dispositions may be requested by either party. The District Committeeperson will be provided a record of a back pay award when such has been granted to settle the employee's grievance.

(d) Referral to Unit Committee

If the grievance is not satisfactorily resolved in the second oral discussion step and the District Committeeperson wishes to appeal the grievance to the Second Stage, he shall so specify on the "Record of Oral Discussion" form and submit three copies of said form to the Company representative who conducted the second oral discussion within two working days following such discussion. The Company representative will enter thereon his report of the second oral discussion and return two copies to the District Committeeperson within two working days following receipt. The District Committeeperson shall enter thereon his complete investigation of the facts and the results of the oral discussions. The District Committeeperson shall submit one copy of the completed form to the Unit Committee and one copy to the designated Company representative within two working days. If the Unit Committee believes the

grievance to be well founded, and is satisfied that the obligation for oral discussion has been met, it may carry it to the Second Stage.

Section 3. Second Stage Grievances

Second Stage Grievances shall be processed in accordance with the following provisions:

(a) **Written Grievance**

If the matter is not disposed of in the oral discussion steps, and it has been appealed to the Second Stage by the Unit Committee, it shall be reduced to writing on the form known as Employee Grievance, Second Stage; incorporated in this form shall be a "statement" setting forth all the facts relied on and specifying, when possible, the Section or Sections of the Agreement claimed to have been violated.

(b) **Presentation to Company**

The Unit Committee shall within one week following receipt of the "Record of Oral Discussion" form present the grievance in writing to the designated Company representative for consideration at the Unit Grievance Meeting. The grievance will be presented in triplicate.

(c) **Unit Grievance Meetings**

A Unit Grievance Meeting shall be held in each Unit at a regularly scheduled time each week (unless a longer interval is agreed upon locally) if there is business to be transacted, and shall continue on consecutive working days, until all business before it has been completed. It shall be attended by not more than four members of the Unit Committee representing the Union and by not more than four Company representatives. If either party wishes to do so, it may record the Unit grievance proceedings at its own expense in such manner as it desires.

(d) **Unit Grievance Meeting - Agenda**

Unless it has previously been withdrawn or satisfactorily adjusted, the grievance shall be considered at the next Unit Grievance Meeting which starts at least one week after the timely written presentation of the grievance for consideration.

(e) **Withdrawal or Adjustment of Grievance**

The Unit Committee shall have power to withdraw a Second Stage Grievance, and the designated Company representative shall have the power to adjust a Second Stage Grievance.

(f) **Time Limit on Disposition**

The Company shall give its decision in writing to the Unit Chairperson on all grievances considered at the Unit Grievance Meeting not later than one week after the last session of the meeting.

Section 4. Third Stage Grievances

If a satisfactory disposition of the grievance is not made in the Second Stage, the Chairperson of the Unit Committee may, if he/she considers the grievance to be well founded, carry it to the Third Stage. Third Stage Grievances shall be processed in accordance with the following provisions:

(a) **Appeal Procedure**

The Chairperson shall within one week of the written disposition in the Second Stage give written notice to the designated Company representative on triplicate copies of the Third Stage Grievance form that the grievance is appealed to the Plant Review Board. The grievance must specify as provided in Article X, Section 9, whether a claim of discrimination is included in the grievance.

Within one week after notice of appeal has been given by the Chairperson the parties will prepare and exchange a complete and detailed statement of all the facts and circumstances surrounding the grievance.

No grievance shall be considered by the Plant Review Board in the Third Stage until the next meeting after the prescribed statement of facts has been presented on behalf of the Union.

(b) **Statement of Fact and Position**

Each party's statement shall be in detail sufficient to reasonably apprise the other party of the nature of (i) the grievance and the issues involved, (ii) the contentions made in support of the party's position on the issues, (iii) the basic

facts relied upon in support of such position, and (iv) where a claim of discrimination is included in the grievance, a statement of the facts and circumstances supporting such claim.

Such statements shall fix the nature of the grievance and of the issues for all subsequent consideration of the case in the Grievance Procedure (including the Fourth Stage), and if either party shall attempt to deviate materially from the contents of such statement after furnishing it to the other party, the grievance shall be remanded to the Second Stage for reconsideration unless the other party agrees otherwise.

It is the purpose and intent of this Subsection to assure that there shall be full discussion and consideration of the grievance, on the basis of a full disclosure of the relevant facts, in the voluntary stages of the Grievance Procedure.

(c) **Referral to Local Civil Rights Committee**

The Bargaining Chairperson or the Chairperson's designated representative, before deciding whether to take a grievance which includes a claim of discrimination under Article X, Section 9 to the Plant Review Board, may refer the grievance to the Chairperson of the Civil Rights Committee of the Local Union for a factual investigation and report. Such report must be completed and the grievance returned not later than one week following referral, provided that such period may be extended by mutual agreement. Upon return, the grievance will be taken up at the next scheduled meeting of the Review Board.

(d) **Review Boards**

A Review Board shall be established for each Unit provided for in Article VI, Section 1 of this Agreement.

The Review Board for each Unit in a multi-plant area shall be composed of three persons representing the Union and three persons representing the Company. The Union representatives shall be an International Representative designated by the Regional Director of the area, who will be the ranking Union representative on the Review Board, a

representative of the Local Union concerned, and the Chairperson of the Unit. The Company representatives shall include at least one member of line Management.

The Review Boards for all other plants shall be composed of two persons representing the Union and two persons representing the Company. The Union representatives shall be an International Representative designated by the Regional Director of the area, who shall be the ranking Union representative, and the Chairperson of the Unit. The Company representatives shall include one member of line Management.

(e) **Review Boards - Schedule of Meetings**

The Plant Review Board shall meet at a regularly scheduled time every other week if there is business to be transacted, and shall continue on consecutive working days until all business before it has been completed, unless a different schedule is agreed upon locally.

(f) **Review Boards - Agenda**

Grievances shall be heard, unless previously withdrawn or satisfactorily adjusted, at the first regular session of the Review Board scheduled not less than 15 calendar days after timely written appeal thereof to the Board, unless a shorter period is agreed upon locally.

(g) **Review Boards - Record of Proceedings; Dispositions**

If either party wishes to do so, it may record the Plant Review Board proceedings at its own expense in such manner as it desires.

After the grievance has been discussed at the Plant Review Board session the Company shall furnish a copy of its decision in writing and a copy of a summary of the minutes of the meeting to the Union representatives on the Review Board within one week after the close of the session.

(h) **Power to Withdraw or Adjust Grievances**

The Union Review Board Committee shall have power to withdraw a Third Stage Grievance, and the designated Company representatives shall have the power to adjust a Third Stage Grievance.

(i) **Authority of Regional Director**

The Regional Director or his/her designated representative shall have the power to settle or withdraw on behalf of the Union any case or cases appealed to his level of the procedure, either before or after the Third Stage disposition by the Company is received, that in his judgment does not merit appeal to the next step.

Section 5. Disciplinary Cases

(a) **Notice of Action Taken**

When an employee is given a disciplinary discharge or layoff, or a reprimand and warning, which is affixed to the employee's personal record, the employee's District Committeeperson, if available, or if not, one of the employee's Unit Committeepersons, will be promptly notified in writing of the action taken. When disciplinary action is taken against an employee who is absent, the Unit Committee will be notified.

(b) **Waiver of Representation**

The Company will inform the employee of representation rights. When an employee signifies not wanting to have the employee's Committeeperson present at a disciplinary hearing or during an investigatory interview, the employee shall sign a waiver to that effect.

(c) **Time Limit on Grievances**

Such disciplinary action will be deemed final and automatically closed unless a written grievance is filed within three (3) working days from the time of presentation of written notice provided for in Subsection (a) of this Section. For the purpose of this Section, the phrase "working days" shall not include regularly scheduled days of rest for employees on necessary continuous 7-day operations.

(d) **Stage at Which Grievance Initiated**

Where such disciplinary action is taken following a hearing at which the employee's Committeeperson has been present, or is taken by a Company representative other than the employee's Supervisor, any grievance protesting such action shall be initiated at the Second Stage of the Grievance

Procedure, subject to the three-day time limit and the requirement that the employee sign the grievance, except that this latter requirement shall not be applicable where disciplinary action is taken against an employee in absentia.

A grievance expressly subject to the Grievance Procedure under Article VI, Section 6 of the Retirement Plan shall be initiated at the Second Stage.

Section 6. General Grievances

General grievances affecting the employees in a Unit as a whole may be initiated by the Unit Committee directly at the Second Stage.

Section 7. Postponement of Action on Grievances

At any Unit Grievance Meeting or meeting of a Review Board, a grievance may be reserved by mutual consent for further investigation and consideration at a subsequent meeting, in which event the applicable time limits shall be measured from the close of such subsequent meeting.

Section 8. Fourth Stage - Appeal to Umpire

If a satisfactory disposition is not made of a grievance by the Review Board and if the grievance is the type of case upon which the Umpire is empowered to rule, the case may be appealed by the National Ford Department of the International Union to the impartial Umpire hereinafter provided for, in accordance with the following provisions:

(a) **Time for Appeal**

Notice of appeal shall be given within four weeks from the date of the decision of the Review Board.

(b) **Notice of Appeal - To Whom Given**

Such notice shall be given by the National Ford Director to Labor Affairs at Dearborn, Michigan, and to the Umpire, with a copy to the designated Company representative in the plant where the grievance arose.

(c) **Notice of Appeal - Content**

The notice of appeal shall specify the issue raised by the grievance and shall include a statement of the nature of the grievance, together with the award requested.

Section 9. Special Submissions to Umpire**(a) Initiation of Issues; Right to Appeal to Umpire**

Any issue involving the interpretation and/or the application of any term of this Agreement or supplement thereto may be initiated by either party directly with the other party.

Upon failure of the parties to agree with respect to the correct interpretation or application of the Agreement to the issue, it may be appealed directly to the Umpire if it is an issue upon which he/she is empowered to rule.

(b) Appeal Procedure

In cases appealed under Subsection (a) of this Section, a written notice setting forth the specific issue shall be filed with the Umpire by the appealing party, and copy shall be simultaneously given to the other party.

When the Union is the appealing party, the National Ford Department shall file such notice, and the copy will be given to the Labor Affairs of the Company in Dearborn. When the Company is the appealing party, Labor Affairs of the Company will file such notice, and the copy shall be given to the National Ford Department.

Thereafter, the procedure set forth in Section 11 and following of this Article shall be followed.

Section 10. Withdrawal or Settlement after Appeal

The National Ford Department is authorized to withdraw or settle with the Company any grievance appealed by the Union to the Umpire at any time before it is heard by the Umpire.

After a case upon which the Umpire is empowered to rule has been heard by him/her, it may not be withdrawn by either party without the consent of the other.

Section 11. Briefs and Stipulations**(a) Briefs in Umpire Cases**

In special submissions, either party may file a brief with the Umpire at the time of the hearing or at any time prior thereto. Either party may file a reply brief not later than five days after the hearing.

In all other cases, either party may file a brief with the Umpire ten days prior to the time of the hearing, and may also file a reply brief not later than five days after the hearing, provided that notice of intent to file a reply brief has been given at least ten days prior to the time of hearing.

A copy of any brief filed with the Umpire shall be filed concurrently with the opposing party.

The Umpire, for good cause shown, shall have the power to extend the time for filing of briefs.

(b) Stipulations of Facts and Issues

Upon issuance of the agenda by the Office of the Umpire, the parties may agree upon written stipulations concerning the facts and issues in the cases scheduled for hearing. Agreed-upon stipulations shall be submitted to the Umpire and shall be final and binding upon the parties and the Umpire in the proceedings in the instant case. The Umpire will not permit the introduction of testimony or evidence on matters which have been stipulated.

Section 12. Umpire Office - Filing of Notices and Briefs

The Umpire shall maintain an office where all notices and briefs required to be filed with him may be delivered.

Section 13. Umpire Proceedings

(a) Hearing Schedules; List of Pending Fourth Stage Appeals; Agenda

The parties shall establish a schedule of Umpire hearings which assures that all Units with pending cases are accorded equality of opportunity in having cases heard by the Umpire. A list of pending Umpire cases will be published for each Unit four months in advance of the scheduled Umpire hearing to facilitate review of the pending cases by Company and local and regional Union representatives. Thirty days prior to the date of the hearing the Office of the Umpire shall issue the agenda for the hearing. It will list unresolved Fourth Stage appeals in chronological order by date of appeal. Cases will be heard by the Umpire at the hearing in the same order. Notwithstanding the foregoing, procedures governing special submissions, discharge and

similar cases, and further procedures governing hearing schedules, agendas and related matters shall be determined by the designated representatives of the National Ford Department and Labor Affairs of the Company.

(b) Investigations and Hearings by Umpire

The Umpire may make such investigation as he/she may deem proper. The Umpire will hold hearings open to the parties and may examine the witnesses of each party and each party shall have the right to cross-examine all witnesses produced and to make a record of all such proceedings.

Section 14. Time Limits for Umpire Decisions

It shall be the obligation of the Umpire to the Company and the Union to rule on cases heard by him/her within thirty (30) days after the hearing. Priority shall be given to deciding discharge cases. If, for good and proper reasons additional time is required, the Umpire may request an extension of the time limits set forth above by the parties and a reasonable extension thereof shall be granted.

**Section 15. Umpire's Inability to Meet Time Limits;
Temporary Umpires**

Should the grievance case load become so great that the Umpire is unable to comply with the time limit specified in Section 14 of this Article, representatives of the National Ford Department of the Union and Labor Affairs of the Company shall analyze the situation and may select one or more persons to serve as a temporary Umpire. The parties also shall determine, by mutual agreement, what cases are to be submitted to the temporary Umpire.

The temporary Umpire shall follow the same procedure and shall be bound by the same provisions of this Agreement as the regular Umpire, and all provisions of this Agreement applicable to decisions of the regular Umpire shall apply to decisions by a temporary Umpire.

Section 16. Powers of Umpire**(a) Scope of Powers**

It shall be the function of the Umpire, and he/she shall be empowered, except as his/her powers are limited below, after due investigation, to make a decision in cases of alleged violations of the terms of this Agreement or written local or regional agreements supplementary thereto, of grievances expressly subject to the Grievance Procedure under Article VI, Section 6 of the Retirement Plan, of alleged improper classification of employees, of alleged violations of negotiated rates, whether or not the Company has violated its express commitments set forth in Article IV, Section 8, and upon the scope of his powers.

(b) Limitations on Powers

The powers of the Umpire are limited as follows:

(1) Changes in Agreements

He/She shall have no power to add to, or subtract from, or modify any of the terms of any agreement.

(2) Wage Rates

He/She shall have no power to establish wage scales, rates on new jobs or, except as he/she is herein specifically empowered, to change any wage.

(3) Matters within Company Discretion

He/She shall have no power to substitute his/her discretion for the Company's discretion in cases where the Company is given discretion by this Agreement or by any supplementary agreement, except that where he/she finds a disciplinary layoff or discharge is in violation of the standards set up in this Agreement, he/she may make appropriate modifications of the penalty.

(4) Negotiable Matters

He/She shall not have the power to provide agreement for the parties in those cases where they have in their contract agreed that further negotiations shall or may

provide for certain contingencies to cover certain subjects.

(5) **Health and Safety**

He/She shall have no power to rule on cases arising under Article X, Section 4 of this Agreement.

(6) **Production Standards; Management Responsibility**

He/She shall have no power to rule on any dispute arising under Article IV, Section 4(a) of this Agreement, or to decide any question which, under this Agreement, it is within the responsibility of Management to decide.

In rendering decisions, the Umpire shall have due regard to the responsibilities of Management and shall so construe the Agreement that there will be no interference with such responsibilities except as they may be specifically conditioned by the Agreement.

(7) **Job Security and Outside Contracting**

He/She shall have no authority in cases of violations of the Company's express commitments set forth in Article IV, Section 8, except as he/she is herein specifically empowered.

Section 17. Disposition of Cases Beyond Powers of Umpire

In the event that a case is appealed to the Umpire on which he has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.

Section 18. Government Approval of Awards Where Required

If any award of the Umpire requires the approval of any governmental agency, the said award will be subject to such approval.

Section 19. Finality of Umpire Awards; Exclusiveness of Remedy

There shall be no appeal from an Umpire's decision. It shall be final and binding on the Union, its members, the employee or employees involved and the Company. The Union will discourage any attempt of its members, and will

not encourage or cooperate with any of its members in any appeal to any Court or Labor Board from a decision of the Umpire.

Neither the Union nor its members will attempt to bring about the settlement of any claim or issue on which the Umpire is empowered to rule by any other means.

Section 20. Umpire Fees and Expenses

The fees and expenses of the Umpire will be shared equally by the Company and the Union.

The expenses of any witness called by the Umpire shall be allocated to the parties by the Umpire, in his/her discretion. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other.

Section 21. Selection and Tenure of Umpire

The impartial Umpire shall be a person jointly selected by the parties and shall continue to serve only so long as he/she continues to be acceptable to both parties.

Section 22. Termination of Umpire

(a) Notice

If at any time either party desires to terminate the service of the Umpire, it shall give notice in writing to that effect, specifying the date of termination, and sending one copy to the Umpire and one copy to the other party.

(b) Disposition of Pending Cases

The party terminating the Umpire's services shall specify in its notice whether or not it is agreeable to have said Umpire render decisions in all cases pending before him/her up to the date of said termination, and if it determines that the Umpire may decide such pending cases, the Umpire shall render decisions thereon not later than thirty (30) days from the date of said notice.

If the party terminating the services of the Umpire elects not to have the cases pending before him/her decided by that Umpire, he/she shall render no further decisions subsequent

to the time fixed in the notice, and all cases then pending before him/her shall be referred to his/her successor or to any other person the parties may agree upon.

Section 23. Special Procedures - Production Standard, Job Security and Outside Contracting, Health and Safety and New Job Rate Grievances

Disputes arising between the parties with respect to Article IV, Section 4(a) (Production Standards) and Article X, Section 4 (Health and Safety) of this Agreement, and with respect to rates on new jobs and cases of violations of the Company's express commitments set forth in Article IV, Section 8 (Job Security and Outside Contracting), on which the Umpire is not empowered to rule, shall be handled in the following manner:

(a) Production Standards; Job Security and Outside Contracting*

(1) First Stage

A dispute involving a production standard shall be handled in the first instance as provided in Section 2 of this Article. If the dispute is not settled satisfactorily, the grievance may be referred in writing to the Unit Committee.

In the event the Unit Committee is dissatisfied with the disposition of the Supervisor, the grievance may be appealed in writing to the Unit Human Resources Office.

Such appeal shall be made within three (3) working days of receipt of the Supervisor's disposition.

* Grievances protesting violations of Article IV, Section 8, may be filed directly in the Second Stage of this procedure.

(2) **Second Stage**

Within three (3) working days of receipt of the appeal, a meeting between the parties shall be held. Such meeting shall be attended by a committee of no more than five (5) representatives of the Union, which may include International Representatives, and by a committee of no more than five (5) representatives of the Company. This committee shall negotiate on the dispute. However, before a dispute is appealed beyond this stage to the National Ford Department, an International Representative will participate in the negotiations.

At this level of the procedure, and all subsequent levels of this procedure, with respect to a dispute involving a production standard, a representative designated as qualified by the Union shall have the right to examine all the data pertaining to the dispute, and to observe and study the job or jobs in question.

If the dispute is not settled within five (5) working days after the date of the first meeting, the grievance may be appealed by the Union to the National Ford Department as provided in Subsection (d) of this Section (except in cases in the Rouge Area).

(3) **Third Stage (Rouge Area Only)**

If the dispute is not settled at the Second Stage provided above, the Chairperson of the Unit may refer the grievance to the Third Stage. Such referral shall be made within three (3) working days from the expiration of the negotiation period provided in the Second Stage above.

The Third Stage committee for the Union shall consist of the Unit Chairperson, the local qualified representative, an officer of the Local Union, and a representative of the International Union. The Company shall be represented by four (4) members of Management, two of whom shall not have participated in the preceding stages.

The joint committee provided for in the Third Stage shall have five (5) working days from date of appeal in which to attempt to settle the dispute. If the dispute is not settled during this period of negotiations, the grievance may be appealed by the Union to the National Ford Department, as provided in Subsection (d) of this Section.

(b) Health and Safety

(1) Local Complaint Procedure

In those Units where a Health and Safety Representative has been appointed in accordance with Article VI, Section 8, the following shall apply:

- (i) An employee believing there is cause for complaint that the Company has not made reasonable provision for the employee's health or safety may either discuss the matter directly with the employee's Supervisor or may take it up with the employee's District Committeeperson, who shall discuss the complaint with the employee's Supervisor. Every reasonable effort shall be made to settle complaints promptly at this point through discussion.
- (ii) In the event oral discussion with the employee's Supervisor does not satisfactorily resolve the complaint, the District Committeeperson will complete a "Health and Safety Complaint Form", which will include a statement of all the facts relied on. The District Committeeperson will submit the form in quadruplicate to the employee's Supervisor who will sign and date the form upon receipt and verify the oral discussion has been held. Within one (1) working day after receipt of the form (unless an extension is mutually agreed upon), the Supervisor will provide a disposition.

In the event the complaint has not been satisfactorily resolved under (i) above, and the District Committeeperson wishes to pursue the

complaint further, the District Committeeperson will meet with the Superintendent to discuss the complaint within a reasonable time after the initial oral discussion in (i) above. The Superintendent will within one (1) working day after receipt of the form (unless an extension is mutually agreed upon) verify on the "Health and Safety Complaint Form" this second oral discussion has been held and provide a disposition.

- (iii) If the complaint continues to be unresolved, the District Committeeperson shall submit the form in triplicate to the Unit Health and Safety Representative who will investigate the complaint. If the complaint is deemed to be valid, the Unit Health and Safety Representative will meet with the designated Company safety representative to discuss the matter. The Unit Health and Safety Representative will present the "Health and Safety Complaint Form" in duplicate to the Company safety representative who will sign and date the form upon receipt.
- (iv) The Company safety representative shall within three working days after receipt of the form (unless an extension is mutually agreed upon) provide a written disposition setting forth all the facts relied upon, and return one copy to the Unit Health and Safety Representative.
- (v) If the written disposition is not satisfactory, the Unit Health and Safety Representative may, within three working days from the date of the written disposition, or the expiration of any stated time period required to make necessary adjustments to resolve the complaint, process a written grievance into the First Stage as provided in Subsection (b)(2) of this Section.
- (vi) General complaints affecting the employees in the Unit as a whole may be initiated by the Unit Health and Safety Representative directly with the

Company safety representative by submitting a completed "Health and Safety Complaint Form."

- (vii) At any Company plant where the Local Union shall within 30 days from the date hereof so notify local Management in writing, this Subsection shall not be deemed to be in effect and the contractual situation with respect to resolving health and safety complaints as it existed under the Agreement between the parties dated December 7, 1970, shall be deemed not to have been affected in any way by either the fact that this Subsection has been inserted in this Agreement or that such notice of non-effectiveness has been given.

(2) First Stage

When a grievance on health and safety occurs, the Committeeperson, or the Unit Health and Safety Representative in those Units where one is appointed, will take the matter up with the Supervisor. However, if oral discussion occurred in (b), (1) above, the Committeeperson/Health and Safety Representative will not be required to take the matter up with the Supervisor.

If not settled, the grievance may be referred in writing to the Unit Chairperson who shall notify the Unit Human Resources Office in writing of the existence of the dispute.

(3) Second Stage

The parties will review the matter and attempt to resolve the dispute on the plant level. The Regional Director or his designated representative may participate in such meetings.

If a satisfactory disposition of the grievance is not reached at the plant level, the dispute may be appealed by the National Ford Department under the provisions of Subsection (d) of this Section.

(4) **Rouge Area Procedure**

The local procedure now in effect for handling health and safety grievances on the local plant level in the Rouge Area shall be continued.

(c) **Rates on New Jobs**

(1) **Temporary Rate; Notice to Union**

When a new job has been placed in effect which cannot properly be placed in the existing classification and rate structure, the Company, within thirty days, shall set up a temporary classification and rate covering the job, and notify the Union thereof in writing immediately.

(2) **Local Negotiations**

Negotiations on the rate for the new job shall begin at the local plant level. If a satisfactory settlement is not made at the plant level, the dispute may be appealed by the National Ford Department under the provisions of Subsection (d) of this Section.

(3) **Approval and Effective Date of Negotiated Rate**

All new rates and classifications must be approved by the Company's Labor Affairs and the Union's National Ford Department.

The negotiated rate, if higher than the temporary rate, shall be applied retroactively to the date of the establishment of the temporary classification and rate except as otherwise mutually agreed.

(d) **Grievances Referred to National Ford Department**

(1) **Local Investigation and Meetings**

Upon receipt of appeal from a Local Union, the National Ford Director shall, in an effort to attempt to settle the dispute at the local plant level, send an International Representative to the plant to investigate the grievance.

If after completing his/her investigation the International Representative so requests, a meeting with representatives of the Company shall be held.

Prior to sending an International Representative to make such an investigation, the National Ford Department shall notify Labor Affairs.

(2) Appeal to Labor Affairs

If a satisfactory disposition of the dispute is not reached as provided above, it may be appealed by written notice from the National Ford Department to Labor Affairs.

A joint committee composed of three (3) representatives of the Union designated by the National Ford Director, and three (3) representatives of the Company designated by Labor Affairs, will attempt to settle the issue.

This committee shall have five (5) working days from the date of receipt of such written notice of appeal to Labor Affairs to attempt to settle the dispute by direct negotiations or by any other mutually satisfactory manner.

Any notice given under this Subsection shall be cancelled automatically sixty (60) working days from the date of such notice, unless this period is extended by mutual agreement or the notice is previously withdrawn by the Union.

(e) Right to Strike

Failing to reach agreement as herein provided, the Union shall have the right to strike over such dispute; provided such strike is properly authorized in accordance with the provisions of the International Union's Constitution and By-Laws.

No strike shall commence subsequent to sixty (60) working days from the date of notice given under Subsection (d)(2) of this Section, or any mutually agreed-to extension of such period.

(f) Confinement of Issues

It is expressly understood and agreed that no grievance, complaint, issue, or matter other than the strikeable issue involved will be discussed or negotiated in connection with

disputes to which this Section is applicable, and the Union shall not request or insist upon the discussion or negotiation of any extraneous issues either before the authorization of a strike or after the occurrence of a strike.

Section 24. Back Pay

(a) Limitations on Retroactivity

The Company shall not be required to pay back wages more than two working days beyond the verified date of the initial request for oral discussion as shown on the form "Record of Oral Discussion;"; unless the circumstances of the case made it impossible for the employee, or for the Union as the case may be, to know that he/she, or the Union, had grounds for such a claim prior to that date, in which case the claim shall be limited retroactively to a period of sixty (60) days prior to the date the claim was first filed in writing provided, however, that:

- (1) In the case of a pay shortage of which the employee could not have been aware before receiving his/her pay, any adjustments made shall be retroactive to the beginning of the pay period covered by such pay, if the verified date of the initial request for oral discussion is within five working days after receipt of such pay.
- (2) In the case of a grievance protesting disciplinary action filed in accordance with the time limits specified in Section 5(c) of this Article, the two-working-day limitation on Company liability referred to above shall not be applicable.

No decision of the Umpire or of the Company in any one case shall require a retroactive wage adjustment in any other case.

For the purpose of this Section the phrase "working days" shall not include regular scheduled days of rest for employees on necessary continuous 7-day operations.

(b) Time for Payment

Errors resulting in pay shortages shall be corrected within five (5) working days from the filing of the grievance.

Back pay awards shall be paid within thirty days of such award except where the work involved makes it impractical.

(c) **Computation**

All claims for back wages shall be limited to the amount of wages that the employees otherwise would have earned less any unemployment compensation or compensation for personal services that he/she may have received from any source during the period of the back pay; provided, that if the employee is required to return amounts received as unemployment compensation benefits to the state, such amounts shall not be deducted from the back pay, and suitable arrangements will be worked out for the restoration to the state of the money due it; and provided, further, that no award of back pay shall be reduced by reason of the employee's earnings in other employment which he/she had had during his previous employment by the Company, to the extent that he does not increase the hours devoted to such other employment, or by reason of his receipt of income from his/her investment in any business or agricultural enterprise in which he/she had had an interest during his employment by the Company.

Section 25. Extension of and Failure to Meet Time Limits

The time limits at any level of the Grievance Procedure may be extended by mutual agreement of the parties. Any grievance upon which a disposition is not made by the Company within the time limits prescribed in this Article or such extension as may have been agreed to may be referred to the next step in the Grievance Procedure, the time limit to run from the date the time for disposition expired.

Any grievance not carried to the next step by the Union within the time limits prescribed herein, or such extension as may have been agreed to, shall be automatically closed upon the basis of the last disposition.

The term "week" as used in this Article means calendar week.

**Section 26. Notice to Other Party of Grievance
Representatives**

Each party shall promptly notify the other in writing of the representatives it has designated pursuant to this Article, and of any changes therein.

**Section 27. International Representatives - Permission to
Enter Plants**

To facilitate the operations of the Grievance Procedure, representatives of the International Union may enter the Company's plants to investigate grievances in the Third and Fourth Stages, and grievances arising under Section 23 of this Article, when their presence is necessary and appropriate, provided they have secured prior permission of the Company.

In requesting such permission, the Union representative shall designate the grievances he intends to investigate.

The Company representative will grant permission for the Union representative to visit the plant after a mutually agreeable date and time has been set.

ARTICLE VIII

SENIORITY AND RELATED MATTERS

Section 1. Seniority Date

(a) General

Seniority shall be computed from the date of hiring into or transfer into a plant.

(b) Employees on Layoff From Unit Other Than Basic Unit

Any employee who has basic seniority in one Unit and who, as of May 25, 1959, is on the active employment rolls of another Unit or who subsequently is placed in or transferred to another Unit under circumstances where he/she does not carry his/her seniority with him/her, or who pursuant to Subsection 1(c) of this Article establishes the Transfer Leveling Seniority Date as the employee's plant seniority date at a Unit other than his/her basic Unit shall, at his/her